

## General Terms and Conditions of Sale and Delivery of Frank Walz- und Schmiedetechnik GmbH

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### I. Scope

1. These General Terms and Conditions of Sale and Delivery apply to all offers, deliveries and services of Frank Walz- und Schmiedetechnik GmbH, Frankstraße 1, D-35116 Hatzfeld (Eder), hereinafter also referred to as "FRANK" or "We/Us".
2. The General Terms and Conditions of Sale and Delivery also apply, in particular, to contracts entered into with Us via our online services. This applies regardless of whether We purchase the goods ourselves from suppliers or manufacture or process them ourselves or adapt them in line with the Customer's requirements.
3. The General Terms and Conditions of Sale and Delivery, as well as our entire range of services, are directed exclusively at entrepreneurs within the meaning of Section 14, BGB (German Civil Code), legal persons under public law or federal special funds within the meaning of Section 310, BGB (hereinafter ("Customer").
4. Consumer transactions are expressly excluded.
5. The Customer's general terms and conditions of business that are different, contrary or supplementary shall only be deemed an integral part of the contract provided we have expressly consented to the validity of such conditions. This approval requirement shall apply in any case, including if we unconditionally deliver the goods to the Customer although we are aware of the Customer's general terms and conditions of business/general terms and conditions of sale and delivery.
6. By entering into the first contract in which these General Terms and Conditions of Sale and Delivery are incorporated, the Customer also recognises their validity for all future legal transactions with US, insofar as these are legal transactions of the same or a related nature.
7. In the event of conflicting General Terms and Conditions of Sale and Delivery/ General Terms and Conditions of Business, the parties shall first attempt to find a provision that comes closest to the purpose of the contract within the meaning of the Safeguarding Clause, Section XV. Should this not succeed, the legal situation shall apply.
8. Individual agreements entered into with the Customer in an individual case (including subsidiary agreements, supplementary information and amendments) shall have preference in any case over these General Terms and Conditions of Sale and Delivery. The content of such an agreement shall be set down in writing, whereby text form within the meaning of Sections 309, No. 13 b); 126 b), BGB, is sufficient.
9. FRANK's employees are, in principle, not entitled to issue any statements varying from the content of these General Terms and Conditions of Sale and Delivery or amend the General Terms and Conditions of Sale and Delivery unless they are representative bodies of the company or special authorised representatives who are entered in the commercial register as authorised representatives. The Customer is under obligation to ascertain the representative authority of his counterpart when entering into the contract.
10. Agreements contrary to these General Terms and Conditions of Sale and Delivery entered into by an unauthorised employee shall be void in abeyance and may be confirmed in writing by the management. If this is not done within 14 days, approval shall be deemed to have been refused. Text form within the meaning of Section 309, No.13 b), BGB, is sufficient.

### II. Offers, content of contract and entering into a contract

1. Our offers are subject to change and non-binding; they merely represent an invitation to the Customer to submit a binding offer to US. This shall also, in particular, to offers from our online services.
2. The order for goods placed by the Customer shall be deemed to be a binding offer of contract. The risk of use for types of use or places of use of the goods and/or the risk as to whether the goods are suitable

for the purpose assumed by the Customer shall be borne exclusively by the Customer.

3. Unless otherwise stated in the order, We are entitled to accept a Customer's offer within 2 weeks following receipt of the offer. A contract shall only be brought about if FRANK expressly states acceptance or renders the service or delivers the ordered goods to the Customer. Silence in response to an offer does not constitute acceptance.
4. Details of weights and dimensions stated in offers, brochures and other printed matter or on the internet as well as illustrations and drawings of the goods are only approximately descriptive and need not be accurate in every respect. Variations are permissible in accordance with DIN or common practice provided the Customer does not suffer any unreasonable disadvantage as a result. Specifications in the above sense are only binding if they are expressly stated as binding by FRANK.
5. We reserve the right to make changes to the design, choice of materials, specification and the type of construction, including after sending an order confirmation provided these do not contradict the Customer's specification and do not represent an unreasonable disadvantage for the Customer.
6. Used goods are sold in the condition and with the quality that they have at the time of handover to the Customer. The contractual condition of used goods includes, in particular, typical damage due to the age-related condition of the goods and their previous use and associated wear-and-tear (so-called "Wear-and-tear damage"). Used goods within the meaning of these General Terms and Conditions of Sale and Delivery also include replacement parts. These are used spare parts that have been reconditioned and regenerated by the manufacturer or by FRANK but have a reduced remaining service life. New goods are goods that have not yet been put into operation except for test or demonstration purposes or in the course of relocation or transport. The year of manufacture of an item is not authoritative for its qualification as a new item.
7. We reserve ownership rights and copyright to diagrams, drawings, calculations and other documents. This also applies to written documents described as confidential. The disclosure to third parties by the Customer is subject to our express consent.

### III. Online services / online shop

1. By way of our online offer <https://shop.frank-original.com> We offer the option of placing an order with Us via the internet (hereinafter referred to as "online services or online shop").
2. These General Terms and Conditions of Sale and Delivery shall also apply to all transactions conducted via our online services unless otherwise specified below.
3. It is expressly clarified that our online services are exclusively directed at commercial customers within the meaning of the General Terms and Conditions of Sale and Delivery and that consumer transactions are excluded.
4. Our online services are available in German and English only. Contracts are therefore entered into exclusively in German and English.
5. Presentation of the goods in the online shop does not constitute a binding offer to enter into a purchase contract in the legal sense, but is merely a non-binding invitation to the Customer to place an order with FRANK. Only the Customer's order via the electronic ordering process of the online shop constitutes the offer of a purchase contract in the legal sense. FRANK accepts the purchase contract by shipping the ordered goods to the Customer or by sending the Customer a purchase contract confirmation or shipping confirmation by e-mail.
6. The order is placed via a shopping basket ordering system. The shopping basket is a virtual shopping trolley in which the Customer can selectively place the goods he wishes to order based on the number of items and the desired measurements or size. This does not yet trigger a binding order. The Customer can correct his entries in the shopping basket at any time and, for example, remove goods from the shopping basket again or change the number of items. The "Refresh" button must

be clicked to obtain an updated view of the shopping basket after changing its contents.

7. If the Customer wishes to complete his purchase, he can do so from the shopping basket by clicking on the "TO CHECKOUT" button. On a separate page, the complete contents of the shopping basket are displayed again, including the prices and the final price, and information about the Customer, the delivery address and the payment method is requested. Only by activating the "Order subject to payment" button does the Customer complete his order process and submit a legally binding offer to enter into a purchase contract with FRANK. Up to this point in time, the Customer may check and correct his entries at any time and refrain from placing the order.
8. FRANK shall confirm receipt of the order and its details by e-mail. This confirmation does not constitute an acceptance of the order and the associated offer, but merely informs the Customer that FRANK has received the order. Acceptance shall be effected by separate e-mail or shipping of the ordered goods. This e-mail (shipping confirmation) contains further information about the purchase contract entered into, and proves the time at which the contract is entered into with binding force.
9. FRANK reserves the right not to accept the offer, in particular if an item is not available or if the Customer has unjustifiably failed to pay invoices due to previous deliveries. If FRANK does not process an order, this will be communicated to the Customer by separate e-mail.

#### IV. Prices / terms and conditions of delivery and payment

1. Unless otherwise agreed, our final prices shall be calculated in EUROS on the basis of our net prices ex works valid at the time of entering into the contract, excluding packaging and shipping, plus value added tax at the statutory rate. Packaging and shipping costs shall be charged separately. Goods are delivered, at all times, without the cost of postage, insurance, packaging, customs or transport costs. This also applies to subsequent deliveries requested by the Customer.
2. The applicable Incoterms shall apply, the version of which shall be indicated in the Customer's document.
3. Special packaging (e.g. Euro pallets) with enclosed consignment note shall remain our property and are to be returned. If the goods are not returned within 14 days, the packaging material shall be invoiced at cost price.
4. The net prices quoted are, at all times, exclusive of the statutory value added tax applicable at the time entering into the contract. If the statutory rate of value added tax changes by the time of delivery, this shall apply. In the case of deliveries within the European Union (EU), the Customer must provide his VAT identification number in good time before the contractually agreed delivery date as proof of his exemption from VAT. In addition, a confirmation of arrival must be sent to FRANK within 30 days of delivery. If this is not done, we shall be entitled to charge the applicable turnover tax. In the case of deliveries outside the EU, we shall be entitled to subsequently charge the statutory turnover tax if the Customer does not provide proof of export within one month of the respective shipment.
5. Unless otherwise agreed, a deduction of a cash discount is not permitted.
6. In the event of a period of more than 4 months between entering into a contract and delivery of the ordered goods and if cost reductions or cost increases have occurred in the meantime, in particular due to collective wage agreements, the change of material and raw material prices or other market price changes by incorporated third parties, We reserve the right to change the net prices applied in accordance with the ratio of the price change. We shall notify the Customer of the price change and, upon request, provide proof of price adjustment factors and their specific increase. If a price increase is 20% or more above the agreed price, the Customer shall have the right to withdraw from the contract. The right of withdrawal must be exercised without delay; the statutory provisions shall apply in the event of withdrawal.
7. Additional costs based on special or change requests of the Customer shall be borne by the Customer.
8. Our invoices are payable within 30 days of the invoice date.

9. Payment is to be made in such a way that We can dispose of the amount on the due date. The Customer shall only be entitled to setting-off or retention rights insofar as his claim has become res judicata or is undisputed. This does not affect our right to make the subsequent performance required conditional on the Customer paying due the purchase price. However, the Customer is entitled to retain a reasonable part of the purchase price in relation to the defect.
10. The Customer shall be deemed to be in default upon expiry of the above payment period. The legal consequences of default in payment shall be determined in accordance with the statutory provisions of BGB unless otherwise agreed. We reserve the right to assert a claim for further-reaching damage caused by default. This does not affect the claim to the commercial due date interest (Section 353 HGB (German Commercial Code)).
11. Insofar as our claim for payment is at risk as a result of subsequently occurring circumstances from which a significant deterioration in assets results, We shall be entitled to render it due immediately.
12. If it becomes apparent after entering into the contract that our claim to the purchase price is jeopardised by a lack of ability to pay on the part of the Customer (e.g. as a result of an application for the institution of insolvency proceedings), We shall be entitled to refuse performance in accordance with the statutory provisions and – where necessary after setting a deadline – withdraw from the contract (Section 321 BGB). We shall then also be entitled to render due all claims from the current business relationship with the Customer which are not time-barred. This uncertainty agreement extends to all further outstanding deliveries and services from the business relationship with the Customer. In the case of contracts on the manufacture of unacceptable items (individual production), we may state the withdrawal immediately. This does not affect the statutory regulations on the dispensability of setting a period.
13. This does not affect statutory requirements in respect of default in payment.

#### V. Securities

We are entitled to securities of the usual type and scope for our claims, including if they are conditional or limited in time.

#### VI. Reservation of title

1. We reserve the right to ownership of the sold Goods up until payment in full of all current and future claims resulting from the contract of purchase and a recurring business relationship (secured claims). If settlement of the claim takes place by way of an electronic bill of exchange procedure, the reservation of title shall remain in force until the bill of exchange has been honoured. In the event of acceptance of an electronic bill of exchange, payment shall only be deemed to have been made upon encashment.
2. Prior to payment in full of the secured claims, the reserved goods may neither be pledged to third parties nor transferred as a guarantee. The Customer must inform Us immediately in writing if and insofar as third parties have access to the goods that are our property.
3. In the event of conduct by the Customer in breach of contract, in particular in the event of non-payment of the due purchase price, We shall be entitled to withdraw from the contract in accordance with the statutory provisions and demand the return of the goods on the basis of the retention of title and withdrawal. If the Customer fails to pay the due purchase price, we may only assert these rights if it has previously set the Customer a reasonable period for payment, which has lapsed in vain, or if setting such a period is dispensable in accordance with the statutory provisions.
4. The Customer shall be authorised to resell and/or process the goods subject to reservation of title in the ordinary course of business. In this case, the following provisions shall apply in addition, unless We revoke the authorisation to collect in the cases specified in clause II., 7.
  - a. The reservation of title also applies to the products, at their full value, created as a result of the processing, mixing or blending of our goods, although we shall be deemed the manufacturer. In the case of processing, mixing or blending with third party goods and the ownership rights of third parties remain applicable, we shall acquire joint ownership in the proportion of the invoice values of the processed, mixed or blended Goods. In other respects, what applies to

the supplied Goods subject to reservation of title shall also apply to the created product.

- b. The Customer hereby assigns to Us by way of security the claims against third parties arising from the resale of the goods or the product in full or in the amount of any co-ownership share in accordance with the preceding subsection. We accept this assignment. The Customer's obligations stated in sub-section 2 also apply to the assigned claims.
- c. The Customer continues to be authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the Customer meets his payment obligations towards US, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in his ability to pay. However, if this is the case, we shall be entitled to demand that the Customer disclose to Us the assigned claims and the debtors on such claims, provide all the necessary information, surrender the related documents and notify the debtors (third parties) of the assignment.
- d. If the realisable value of the securities exceeds the claim to be secured by more than 10%, at the Customer's request we shall release securities at our discretion.

## VII. Place of Performance

1. Goods shall be delivered from our registered office in D-35116 Hatzfeld (Eder) or our warehouses in D-35216 Biedenkopf and D-34281 Gudensberg, which are also the respective places of performance.
2. At the Customer's request and cost, the goods shall be shipped to another place of destination (sales shipment). In the absence of agreements to the contrary, We shall be entitled to determine the type of shipping (in particular transport company, shipping route and packaging).
3. The place of performance for the Customer's payment obligation is D-35116 Hatzfeld (Eder).

## VIII. Delivery periods, delivery dates, partial performance

1. Unless otherwise expressly agreed, the delivery periods stated in our offers and the delivery date resulting therefrom are generally non-binding. The delivery date stated at the time of entering into the contract is based on the production schedule at the time of entering into the contract. The actual delivery time may vary from the stated delivery time, in particular if coordination with the Customer in respect of technical details of the goods is required, or any provision from the Customer or third parties or other cooperation by the Customer are required. If the goods are in stock and ready for immediate shipping, this will be indicated to the Customer. The stated delivery times shall then apply subject to the following provisions.
2. Delivery periods shall commence on the date of our order confirmation, but not before complete clarification of all details of the order and the reservations regulated in Clause VIII.1. The same shall apply to delivery dates.
3. If the Customer fails to honour contractual obligations - including cooperation or ancillary obligations - such as opening a letter of credit, providing domestic or foreign certificates, making an advance payment or similar, in good time, We shall be entitled to reasonably postpone our delivery periods and dates - without prejudice to our rights arising from default on the part of the Customer - in accordance with the requirements of our production process.
4. Insofar as We are prevented from rendering the required service for reasons for which We are not responsible and are unable to meet delivery deadlines or dates, their due date shall be postponed until the impediment to performance has ceased to apply. We shall inform the Customer without delay of the impediment to performance and its expected duration and at the same time inform him of the expected new delivery period or delivery date. The same shall apply in the event of measures within the scope of industrial disputes, in particular strikes and lock-outs, as well as in the event of the occurrence of unforeseeable obstacles which are beyond our control, e.g. delays in delivery by a sub-supplier, traffic and operational disruptions, shortage of materials or energy etc.

5. If the service is also not available within the new delivery period, We shall be entitled to withdraw from the contract in full or in part. We shall immediately refund any payment already made by the Customer. A case of non-availability of the service in this sense shall be deemed to be, in particular, the failure of our suppliers to deliver to Us in good time if We have entered into a congruent hedging transaction. This does not affect our statutory rights of rescission and termination as well as the statutory provisions on the performance of the contract in the event of an exclusion of the obligation to perform (e.g. impossibility or unreasonableness of performance and/or subsequent performance). The Customer's rights of withdrawal and termination in accordance with X. of these General Terms and Conditions of Sale and Delivery are also not affected.
6. The occurrence of our default in delivery shall otherwise be determined in accordance with the statutory provisions. However, in any case the Customer shall be required to issue a reminder.
7. We are entitled to premature and partial performance and may also invoice such immediately.

## IX. Passing of risk, acceptance, default in acceptance

1. Unless otherwise agreed, the goods shall be delivered or accepted ex warehouse (place of performance, see VII.).
2. If the Customer wishes delivery to another location (sale by delivery to a place other than the place of performance), he shall bear the costs incurred in that respect, i.e. in particular shipping costs, customs duties, taxes, fees and other public charges.
3. The risk of performance and price, i.e. in particular the risk of accidental loss and accidental deterioration of the goods, shall pass to the Customer at the latest when the goods are handed over. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the Customer as early as the time of delivery of the goods to the forwarding agent, carrier or any other person or institution designated to perform the shipment. This shall also apply to the extent that partial deliveries are made or FRANK has arranged for the transport itself or has assumed the costs of the transport. Insofar as acceptance has been agreed upon, it shall be authoritative for the passing of risk. In other respects, the statutory requirements set out in the law on contracts for work and services shall also apply accordingly in the case of agreed acceptance. The handover or acceptance shall be deemed to have occurred if the Customer is in default of acceptance.
4. Unless otherwise agreed in the case of sale by delivery to a place other than the place of performance, it is our responsibility to determine the carrier and type of delivery. In that respect, We shall not be liable for the selection and supervision of the carrier, nor shall We be liable for the selection of the cheapest or fastest method of shipping. As a matter of principle, transport insurance shall only be taken out on the order and account of the Customer. Such an instruction shall be recorded in writing for proof, whereby the text form shall suffice.
5. In the event of damage occurring during transport, FRANK assigns to the Customer its claims against the carrier and, in the event of an insurance claim, against the insurer. Any further-reaching claims against FRANK are excluded. The Customer remains under obligation to pay FRANK.
6. If the Customer defaults in acceptance, fails to collaborate or if our delivery is delayed for reasons that are the Customer's responsibility, We shall be entitled to request compensation for the resulting damage, including additional expenses (e.g. warehouse costs). For this purpose, We shall charge a lump-sum compensation of 5% of the delivery value each week or part thereof, starting with the delivery deadline or - in the absence of a delivery deadline - upon notification that the goods are ready for shipping. This shall not affect proof of greater damage or our statutory claims (in particular compensation for additional expenses, reasonable compensation and termination). However, the flat rate is to be counted towards further-reaching money claims. The Customer is permitted to prove that We have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

## X. Warranty

1. Insofar as no indispensable longer statutory warranty periods apply, the warranty period for material defects and defects of title shall be 12 months. The warranty period starts with the handover of the goods to the Customer or carrier.
2. The statutory provisions shall apply to the Customer's rights in the event of material defects and defects in title (including wrong delivery and shortfall delivery as well as improper assembly or faulty assembly instructions), unless otherwise specified below.
3. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether or not there is a material defect (Section 434(1), Sentences 2 and 3, BGB). We do not accept any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).
4. The condition of used goods is subject to Clause II. 6. Wear-and-tear damage or damage based on previous wear-and-tear shall not constitute a material defect.
5. With regard to the Customer's claims for defects, it is taken for granted that the Principal has honoured its statutory obligations to inspect and provided notification of defects (Sections 377, 381 BGB). If a defect becomes apparent during the inspection or at a later date, We must be notified of this in writing without delay. Irrespective of this obligation to inspect and provide notification of defects, the Customer shall notify Us in writing of obvious defects (including incorrect and short deliveries) within two weeks of delivery, whereby providing notification in good time shall also suffice here to meet the deadline. Text form is sufficient. If the Customer fails to duly inspect the goods and/or notify Us of defects, our liability for the defect not notified shall be excluded.
6. If the delivered goods are faulty, We shall decide whether to rectify the defect or, alternatively, provide a replacement delivery of fault-free goods.
7. We are entitled to render the required subsequent improvement conditional on the Customer paying the due purchase price. However, the Customer is entitled to retain a reasonable part of the purchase price in relation to the defect.
8. The Customer must give Us the time and opportunity necessary for the required subsequent performance, in particular he must hand over the goods for inspection purposes about which a complaint has been made. In the case of a replacement delivery, the Customer is to return the faulty goods to Us in accordance with the statutory requirements.
9. We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if a defect actually applies. However, if a request by the Customer to rectify a defect turns out to be unjustified, We may demand compensation from the Customer for the costs incurred as a result.
10. In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the Customer shall have the right to rectify the defect himself and demand reimbursement from Us of the expenses objectively required for this. We must be informed immediately of such rectification by the Customer, if possible before such work is performed. The right to rectify defects shall not apply if We would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
11. If the subsequent performance has failed or a reasonable deadline to be set by the Customer for the subsequent performance has lapsed, or is dispensable according to the statutory provisions, the Customer may withdraw from the purchase contract or reduce the purchase price. However, in the case of an insignificant defect there shall be no right of withdrawal.
12. The Customer's claims for damages or compensation for expenses in vain shall only apply in accordance with XI. and in other respects are excluded.

## XI. General limitation of liability

1. In the absence of provisions to the contrary resulting from these General Terms and Conditions of Sale and Delivery, and the following

provisions, We shall be liable in the case of violation of contractual and non-contractual obligations in accordance with the statutory requirements.

2. We shall be liable for damages – irrespective of the legal grounds – in the event of intent and gross negligence. In the case of simple negligence We shall only be liable
  - a. for damage resulting from the loss of life, physical injury or detrimental effects on health,
  - b. For damage resulting from the violation of a key contractual obligation (obligation that needs to be honoured to properly execute the contract and on which the contracting party usually can, and does, trust that this shall be the case). However, in such a case, our liability is limited to compensation of foreseeable and typical damage. The liability limitations resulting from paragraph 2 shall not apply insofar as We have fraudulently concealed a defect or have provided a warranty for the quality of the goods. The same applies to the Customer's claims in accordance with the German Product Liability Act or the relevant data protection laws (German Federal Data Protection Act / General Data Protection Regulation).
3. Due to a breach of duty that does not consist of a defect, the Customer may only withdraw from or terminate the contract if We are responsible for the breach of duty. A free right of termination of the Customer (in particular according to Sections 651, 649 BGB) is excluded. The Customer has, in particular, no right to withdraw from the contract for economic reasons that lie within his sphere of risk. This includes in particular the case that the financial circumstances of the Customer deteriorate or that his order situation or the possibilities of use and application with regard to the goods change.
4. In other respects, the statutory prerequisites and legal consequences of the Customer's rights of rescission and termination shall not be affected unless expressly provided otherwise in the contract or these General Terms and Conditions of Business.
5. If the Customer obstructs the performance of the contract or if the contract cannot be performed for other reasons for which the Customer is responsible, FRANK shall be entitled to claim damages in accordance with the statutory provisions.
6. If the goods are manufactured or delivered in a design specified by the Customer, the Customer shall warrant that the design does not infringe the rights of third parties, in particular patents, utility models and other industrial property rights and copyrights. The Customer undertakes to render Us exempt from claims of third parties that may arise from such an infringement.
7. If goods are manufactured for which the Customer itself holds industrial property rights or copyrights or licences from third parties, the Customer undertakes to inform Us of this at the latest when placing the first order. If this does not happen, claims against Us are excluded insofar as they concern deliveries by Us to third parties which were carried out before We received a corresponding notification.

## XII. Tools and models

1. If the Customer provides such tools and models, they shall be sent to Us free of charge. They shall be stored at the Customer's risk. We shall not undertake to insure them. We are entitled to modify tools and models sent to Us insofar as this appears necessary for technical reasons or to reduce the risk, without prejudice to the Customer's liability for the correct design and the processing ensuring the intended use. The costs of maintenance, modification and replacement shall be borne by the Customer. We are entitled to return at any time tools that are not needed. If We are not able to return them and the Customer does not comply with our request or if 2 years have passed since the last use, We shall be entitled to destroy the tools and models. All costs arising from these facilities shall be borne by the Customer.
2. Tools and models made or procured by Us for processing the Customer's orders shall remain our property, including if pro rata costs are charged. The Customer may only assert claims against Us in respect of such equipment based on copyright or industrial property rights to the extent that he draws our attention to the existence of such rights and expressly reserves them. Insofar as the Customer sends in drawings or provides information for tools and models to be



manufactured or procured by US, he shall be responsible for the processing of the documents provided by him in such a way as to ensure the intended use.

### **XIII. Export certificate**

If a Customer who is domiciled outside the Federal Republic of Germany (external Customer) or his agent collects goods and transports or ships them to the external territory, the Customer must provide Us with the export certificate (confirmation of arrival or proof of export) required for tax purposes within a maximum of 30 days following the invoice date. If such proof is not furnished, the Customer shall pay the VAT rate applicable to deliveries within the Federal Republic of Germany based on the invoice amount.

### **XIV. Place of jurisdiction, legal status and data protection**

1. Marburg is deemed the place of jurisdiction for all disputes resulting from the delivery relationship unless an exclusive place of jurisdiction applies.
2. If the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Marburg shall be deemed the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship. Depending on the type and scope of the dispute, the Customer shall also be entitled to bring legal action at the place of performance of the delivery obligation or at the International Court of Justice in Brussels.
3. The Customer data required for the processing of transactions may be stored by computer. The Customer shall be informed of this. Our data protection policy applies.
4. These General Terms and Conditions of Sale and Delivery and all legal relations between Us and the buyers are subject to the law of the Federal Republic of Germany by way of exclusion of all international and supranational (contractual) legal systems, in particular the UN Sales Law.

### **XV. Safeguarding clause**

In the event that a provision of these General Terms and Conditions of Sale and Delivery are invalid, this shall not affect the validity of the remaining General Terms and Conditions of Sale and Delivery or the contractual relationship entered into with the Customer. In the event of invalid or incomplete General Terms and Conditions of Sale and Delivery, the parties undertake to find a legally valid provision that comes closest to the intended purpose of the contract and most closely reflects the parties' economic interests. If this is not successful, the statutory provisions shall apply in the case of doubt.